BILL NO. S-85-04-16

SPECIAL ORDINANCE NO. S- 74-85

AN ORDINANCE approving the Contract for Res. #407-85, S-1 - Southwest Interceptor Phase VI, GM, by the City of Fort Wayne by and through its Board of Public Works and Safety and Winzeler Excavating Company.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract for Res. #407-85, S-1 - Southwest Interceptor Phase VI, GM, by the City of Fort Wayne by and through its Board of Public Works and Safety and Winzeler Excavating Company, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> Contract for Res. #407-85, S-1, Southwest Interceptor, Phase VI, Main Sewer Improvement Resolution is for the following:
>
> Beginning at a proposed manhole located south of Indianapolis Road and east of Coverdale Road near their intersection; thence southwesterly along the South right-of-way of Indianapolis Road 9,450± L.F., terminating at a manhole to be constucted under Phase VII of this Contract. These sewers are 36-inch and 30-inch in diameter;

the Contract price is Eight Hundred Forty-Nine Thousand Four Hundred Twenty-Nine and 20/100 Dollars ($849,429.20).

SECTION 2. Prior Approval was received from Council with respect to this Contract on March 12, 1985. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.

DATE: 4-23-85

Nadejda Eskoff
SANDRA E. KENNEDY, CITY CLERK
Chief Deputy

Read the third ~~time~~ in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-14-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-74-85 on the 14th day of May, 19 85,

ATTEST: (SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. Gia Quinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of May, 19 85, at the hour of 3:00 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of May, 19 85, at the hour of 2 o'clock P.M.,E.S.T.

[signature]
WIN MOSES, JR., MAYOR

CONTRACT NO. 407-85
PHASE VI

THIS CONTRACT Made and entered into in six (6) copies this 17th day of March, 1985, by and between WINZELER EXCAVATING COMPANY, herein called CONTRACTOR and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

SOUTHWEST INTERCEPTOR S-1; Phase VI

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11140, Sheets 1 through 20 inclusive, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the peformance of the contract the unit price sum of $849,429.20. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

1.	36" RCSP Cl III W/Epoxy Liner	Seventy One and 35/100 Dollars	$	71.35
2.	30" RCSP CL III W/Epoxy	Sixty and 75/100	$	60.75
3.	30" RCSP CL IV W/Epoxy	Sixty-Four and 10/100 Dollars	$	64.10
4.	18" RCSP Cl III	Thirty and no/100 Dollars	$	30.00
5.	15" RCSP CL III	Twenty-Four and no/100 Dollars	$	24.00
6.	8" Building Sewer Jack and Bored	Forty and no/100 Dollars	$	40.00
7.	8" Building Sewer Open Cut	Thirteen and no/100 Dollars	$	13.00
8.	6" Building Sewer Jack and Bored	Thirty-Eight and no/100 Dollars	$	38.00
9.	6" Building Sewer Open Cut	Twelve and no/100 Dollars	$	12.00
10.	24" CMP Gauge 14	Fifteen and no/100 Dollars	$	15.00
11.	12" CMP Gauge 14	Eleven and no/100 Dollars	$	11.00
12.	10" Field Tile Replace.	Twelve and no/100 Dollars	$	12.00
13.	6" Field Tile Replace.	Ten and no/100 Dollars	$	10.00
14.	4" Field Tile Replace.	Eight and no/100 Dollars	$	8.00
15.	Type V-J Manhole	Two Thousand Four Hundred Forty-Five and no/100 Dollars	$	2,445.00
16.	Type I-J Manhole	One Thousand One Hundred Twenty Five and no/100 Dollars	$	1,125.00
17.	CB CFW STd.	Four Hundred Seventy-Five and no/100 Dollars	$	475.00
18.	8" Service Tap	Two Hundred Twenty-Five and no/100 Dollars	$	225.00
19.	6" Service Tap	One Hundred Seventy-Five and no/100 Dollars	$	175.00

20.	Unstable Soil Excavation	Ten and no/100 Dollars	$	10.00
21.	Special Backfill-Gravel	Five and 50/100 Dollars	$	5.50
22.	Reinforced Concrete Encasement	Fifty-Five and 75/100 Dollars	$	55.75
23.	12" Deep Strength Asphalt Surface	Fifty and no/100 Dollars	$	50.00
24.	10" Deep Strength Asphalt Surface	Forty-Five and no/100 Dollars	$	45.00
25.	4" Asphalt Drive Replace.	Thirty and no/100 Dollars	$	30.00
26.	Concrete Sidewalk Replace.	Twenty-Five and 50/100 Dollars	$	25.50
27.	Concrete Curb and Gutter Replacement	Seven and 50/100 Dollars	$	7.50
28.	Gravel Drive Replacement	Four and no/100 Dollars	$	4.00
29.	Gravel Shoulder Replacement	Four and 25/100 Dollars	$	4.25
30.	R.O.W. Marker Replacement	Fifty and no/100 Dollars	$	50.00
31.	8" Bulkhead	Seventy and no/100 Dollars	$	70.00
32.	36" Bulkhead	One Hundred Ten and no/100 Dollars	$	110.00
33.	Gas Line Relocation	Fifty Thousand and no/100 Dollars	$	50,000.00
34.	Special Backfill #53/#73	Six and 60/100 Dollars	$	6.60
35.	Seeding and 2" Mulch	No Dollars and 36/100 Dollars	$	0.36
36.	Field Office Complete	Seven Thousand Two Hundred and no/100 Dollars	$	7,200.00

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for

in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contract provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equ ment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68 and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless the City of Fort Wayne, Indiana.

ARTICLE 6. NONDISCRIMINATION OF LABOR.

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana, of 1974, passed by the Common Coun cil of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978, ~~a copy of which Section is attached and incorpor herein and made a part hereof. (M/FER/6 - M/FER/8)~~

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less tha the prescribed scale of wages as determined pursuant to the provisions of Statu of Indiana and Ordinances of the City of Fort Wayne, attached hereto and made a part hereof. (WR/1)

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attach or herein repeated:

A. Advertisement for Bids, for Contract No. 407-85, Phase VI,
B. Instructions to Bidders for Contract No. 407-85, Phase VI,
C. Contractor's Proposal dated February 13, 1985,
D. Fort Wayne Water Pollution Control Engineering Department Construction Dra No. SY-11140 sheets 1 thru 20 inclusive,
E. General Specifications and Conditions, detailed specifications, constructi standards for the installation of storm and sanitary sewers adopted July 2

1980, and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department,

F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne,
G. Non Discrimination of Labor General Ordinance No. G-34-78 (as amended),
H. Prevailing wage scale,
I. Performance Bond,
J. Labor and Material Payment Bond,
K. Comprehensive Liability Insurance Coverage,
L. Application for road cut permit (City and County)
M. Escrow Agreement,
N. Notice of Award,
O. Notice to Proceed,
P. Change Order,
Q. Notice of Final Acceptance,
R. Special Provisions, and
S. Soil Boring Appendix.
T. Allen County Drainage Board legal drain crossing permits.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in * consecutive calendar days after having been ordered by the Owner to commence work under this contract, see special notes: * ~~page~~ Addendum No. 1
*Sewer complete by Sept. 1, 1985; Entire project complete by October 15, 1985.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ~~sixty~~ (60) days after the

date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Denny Winzeler
Denny Winzeler, President

BY: Polly Winzeler
Polly Winzeler, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Imbrogno
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester
David J. Kiester,
Director of Public Works and Safety

Cosette R. Simon
Cosette R. Simon,
Director of Administration and Finan

Lawrence D. Consalvos,
Director of Public Safety

Approved by the Common Council of the City of Fort Wayne, Indiana, on the ____ day of _____, 19 85 .

Contract No. 407-85

Phase _____

STATE OF OHIO

THE INDUSTRIAL COMMISSION & BUREAU OF WORKERS' COMPENSATION

COLUMBUS, OHIO 43215

CERTIFICATE OF PREMIUM PAYMENT

THIS IS TO CERTIFY, AND NOTICE IS HEREBY GIVEN TO ALL PERSONS, that on date hereof the below named employer paid into the State Insurance Fund premium as provided by law and that, therefore, said employer is entitled to the rights and benefits of said fund during the period below set forth. MUST BE POSTED IN A CONSPICUOUS PLACE.

RISK NO. AND EMPLOYER	PERIOD SPECIFIED BELOW
353527	01-01-85 THRU 08-31-85

WINZELER EXCAVATING CO
R R 4
BRYAN OH 43506

FORM DP-22

James L. Mayfield
ADMINISTRATOR

Signed and sealed this 25th day of March A. D. 19 85.

WINZELER EXCAVATING CO., INC. (Seal)
Principal

BY: Dennis Winzeler

INSURANCE COMPANY OF NORTH AMERICA

By M E Hughes
Attorney-in-Fact

M. E. Hughes

Countesigned for Surety by:

Indiana Resident Agent

INA INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA PENNSYLVANIA

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That WINZELER EXCAVATING CO., INC., Bryan, Ohio
(Here insert the name and address, or legal title, of the contractor)

as Principal, hereinafter called Contractor, and INSURANCE COMPANY OF NORTH AMERICA, A Pennsylvania Corporation as Surety, hereinafter called Surety, are held and firmly

bound unto CITY OF FORT WAYNE, INDIANA
(Here insert the name and address, or legal title, of the owner)

as Obligee, hereinafter called Owner in the amount of EIGHT HUNDRED FORTY NINE THOUSAND FOUR HUNDRED TWENTY NINE AND 20/100---------- Dollars ($ 849,429.20) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated .....

entered into a Contract with Owner for Resolution 407-85, Phase VI, Southwest Interceptor S-1, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by

McNamee, Porter & Seeley
(Here insert full name and title)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 25th day of March A. D. 19 85

WINZELER EXCAVATING CO., INC. (Seal)
Principal

BY: Danny C. Winzeler

INSURANCE COMPANY OF NORTH AMERICA

By M. E. Hughes
Attorney-in-Fact

Countersigned for Surety by:

Indiana Resident Agent

INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA PENNSYLVANIA

Labor and Material Payment Bond

NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH ANOTHER BOND IN FAVOR OF THE OWNER CONDITIONED FOR THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That WINZELER EXCAVATING CO., INC., Bryan, Ohio,
(Here insert the name and address, or legal title, of the contractor)
as Principal, hereinafter called Principal, and INSURANCE COMANY OF NORTH AMERICA, A Pennsylvania Corporation as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, INDIANA,
(Here insert the name and address, or legal title, of the owner)
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of EIGHT HUNDRED FORTY NINE THOUSAND FOUR HUNDRED TWENTY NINE & 20/100 Dollars ($ 849,429.20), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated .....

entered into a Contract with Owner for Resolution 407-85, Phase VI, Southwest Interceptor S-1, Fort Wayne, Indiana
in accordance with drawings and specifications prepared by .....

McNamee, Porter & Seeley
(Here insert full name and title)

which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 25th day of March A. D. 19 85.

WINZELER EXCAVATING CO., INC. (Seal)
Principal

BY: Jennifer Winzeler

Countersigned for Surety by:

Indiana Resident Agent

INSURANCE COMPANY OF NORTH AMERICA

By M E Hughes
Attorney-in-Fact

M. E. Hughes

acord CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY): 04/09/85

PRODUCER

DANIEL-JAMES INSURANCE AGENCY, INC.
3020 McCORD ROAD
TOLEDO, OH 43617
(419) 841-2841
Haydn Evans

INSURED

Winzeler Excavating Company, Inc.
RR 4 Center Street
Bryan, OH 43506

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	HARTFORD INSURANCE COMPANY
COMPANY LETTER B	U. S. INSURANCE GROUP
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	EACH OCCURRENCE	AGGREGATE
A	**GENERAL LIABILITY** X COMPREHENSIVE FORM X PREMISES/OPERATIONS X UNDERGROUND EXPLOSION & COLLAPSE HAZARD X PRODUCTS/COMPLETED OPERATIONS X CONTRACTUAL X INDEPENDENT CONTRACTORS X BROAD FORM PROPERTY DAMAGE X PERSONAL INJURY X STOP GAP LIAB.	45UEN PC4619	03/31/85	03/31/86	BODILY INJURY	$	$
					PROPERTY DAMAGE	$	$
					BI & PD COMBINED	$1,000,000	$1,000,000
					PERSONAL INJURY		$ 1,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS (PRIV. PASS.) X ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) X HIRED AUTOS X NON-OWNED AUTOS GARAGE LIABILITY	45UEN PC4619	03/31/85	03/31/86	BODILY INJURY (PER PERSON)	$	
					BODILY INJURY (PER ACCIDENT)	$	
					PROPERTY DAMAGE	$	
					BI & PD COMBINED	$1,000	
B	**EXCESS LIABILITY** X UMBRELLA FORM OTHER THAN UMBRELLA FORM	523 4025708	03/31/85	03/31/86	BI & PD COMBINED	$ 10,000	$ 10,000
D	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**	45WET T2851	03/31/85	03/31/86	STATUTORY		
						$100,000 (EACH ACCIDENT)	
						$ (DISEASE-POLICY LIMIT)	
						$ (DISEASE-EACH EMPLOYEE)	
A	**OTHER** INSTALLATION FLOATER/BLDRS RISK	TM 141322884	03/31/85	03/31/86	$750,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Southwest Interceptor S-1 Resolution 407-85: Phase VI
City of Fort Wayne, Indiana

CERTIFICATE HOLDER

City of Fort Wayne
One Main St.
City-County Building
Fort Wayne, Indiana 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Haydn Evans

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TITLE OF ORDINANCE Contract for Res. #407-85 - S-1, Southwest Interceptor, Phase VI

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety I-85-04-46

SYNOPSIS OF ORDINANCE Contract for Res. 407-85 - S-1, Southwest Interceptor, Phase VI,
Main Sewer Improvement Resolution is for the following:

Beginning at a proposed manhole located south of Indianapolis Road and east of Coverdale Road near their intersection; thence southwesterly along the south right-of-way of Indianapolis Road 9,450± L.F., terminating at a manhole to be constructed under Phase VII of this Contract. These sewers are 36-inch and 30-inch in diameter. Winzeler Excavating Company is the Contractor.

PRIOR APPROVAL RECEIVED ON 3/12/85

EFFECT OF PASSAGE Sewer facilities to serve GM.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $849,429.20

ASSIGNED TO COMMITTEE

BILL NO. S-85-04-46

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract for Res. #407-85, S-1 - Southwest Interceptor Phase VI, GM, by the City of Fort Wayne by and through its Board of Public Works and Safety and Winzeler Excavating Company

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

YES		NO
Thomas C. Henry	THOMAS C. HENRY CHAIRMAN	
Janet G Bradbury	JANET G. BRADBURY VICE CHAIRWOMAN	
D J Schmidt	DONALD J. SCHMIDT	
James S Stier	JAMES S. STIER	
Charles B. Redd	CHARLES B. REDD	

CONCURRED IN 5-14-85

SANDRA E. KENNEDY
CITY CLERK